

EXHIBIT A

ORIGINAL

CONTINENT GRAIN CHARTERPARTY

Code name: "SYNACOMEX 2000"

Adapted PARIS 1987 by SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES
extended 1990, 1974, 1999 and 2000 in agreement with COMITE CENTRAL DES ARMEATEURS DE FRANCE
in cooperation with Chambre Arriere Maritime de Paris and the French Chartering and S. & P. Brokers' Association

PART I

1. Shipbroker(s) Anglomar Shipping Ltd., London	2. Place and date of Charter Party London 04 th AUGUST 2006
3. Owners and place of business (state full style and address) (C.1) Universal Navigation as Disponent Owners	4. Charterers and place of business (state full style and address) (C.1) Sunderston Nigeria, Ltd.
5. Vessel's name (C.1) m/v CRUISER flag / built / class: Panama 1982 Hellenic NT / GT: 15,504/8,834 summer DWT: See Clause 29	6. First layday date (C.1.1) 12 th August 2006 Cancelling date (C.1.1) 22 nd August 2006
8. Loading port(s) (C.2) Kakinada a) Always afloat (*) b) "safely aground" (*)	9. Advance notices (C.2) - at load port to: - at discharging port: number of days / to: 7
10. Discharging port(s) (C.3) 1 safe berth Lagos plus 1 sb Port Harcourt a) Always afloat (*) b) "safely aground" (*)	12. Freight rate (C.4) USD 60.00 per metric ton free in and out free stowed basis 1 load/ 2 discharge
11. Cargo nature and quantities (C.2) a) No bags (*) b) Maximum in bags for stowage (*)	14. Loading rate (C.5) 2000 metric tons perwd shx. See also Clause 6
13. Freight rate payment (state currency and method of payment, beneficiary and bank account) (C.4) See Clause 47	15. Discharging rate (C.5) 1000 metric tons perwd shx. See also Clause 6.
17. Agents at loading port(s) (C.13) See Clause 52	16. Damage / Despatch money (C.5) USD 8,000 pdpr / hdwblw
19. Extra insurance, maximum (C.14)	18. Agents at discharging port(s) (C.13) See Clause 52
21. Address Commission (C.16) 2.5% to Charterers to be deducted from freight	20. Brokerage commission and to whom payable (C.15) 1.25% to Anglomar Shipping Ltd. to be deducted from freight a) Deductible (*) b) Non-deductible (*)
22. Number of the additional clauses covering special provisions, if any agreed Additional clauses from clause 29 to clause 66 are deemed to be incorporated to this Charter Party	
It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II including additional clauses if any agreed and stated in Box 22. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but the further provisions of PART II shall apply.	
For the Owners <i>[Signature]</i>	For the Charterers

(*) Delete (as appropriate: 1) go deletion, alternative 2) to apply.
This document is a computer generated SYNACOMEX 2000 form printed by authority of SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES (SYNACOMEX). Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of the document which is not clearly visible, the text of the original SYNACOMEX document shall apply. BINCO and SYNACOMEX assume no responsibility for any loss, damage or expense as a result of discrepancies between the original SYNACOMEX document and the computer generated document.

ORIGINAL

PART II
"SYNACOMEX 2000" Continent Grain Charterparty

1. Owners, Charterers

It is this day agreed between the party designated in Box 3, Owners of the Vessel named and described in Box 5, being now in position and expected ready to load as mentioned in Box 7, and the party designated in Box 4 as Charterers, THAT

2. Loading Port(s) and Cargo

The said Vessel being tight, staunch and in every way fit for the voyage, shall with all convenient speed proceed to the place designated in Box 3, which in case of named port(s), 1 safe berth / safe anchorage Kakinada. Owners acknowledge as safe and suitable for this Vessel and there load always afloat, unless ~~specifically agreed in Box 3~~ been specifically agreed in Box 3, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Shippers may direct. A full and complete cargo 23,000/4,760 metric tons ~~45,000 metric tons min/max~~ minimum of bagged Rice. Exact quantity as per actual stowage factor which Charterers advise but do not guarantee as 51'. To be declared seven days prior arrival at load port of ~~unload~~

and/or cargo and/or cargo and/or cargo as described in Box 3 in metric tons (6-10 more or less in Owners' option) in bulk. Shippers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account. Owners shall provide and install at their risk and expense and on their time all that is required for safe stowage of grain according to local and international regulations. The cargo shall not exceed what the Vessel can reasonably stow and carry over and above her bunkers, apparel, stores, provisions and accommodation. The whole cargo shall be earned and stowed under deck in unobstructed main holds. All cargo on board to be delivered. Furthermore, if stowage bags have been specifically agreed, the following shall apply: Charterers shall supply for stowage purposes a quantity of bagged cargo not exceeding the quantity specified in Box 3, which shall be stowed at their risk and expense. The number of bags signed for on Bills of Lading to be binding on Vessel and Owners, unless error or fraud be proved.

3. Discharging Port(s)

Being so loaded, the Vessel shall proceed with all convenient speed direct to the place designated in Box 4, 1 safe berth Lagos including Tinian Island plus 1 safe berth Port hartcourt in Charterers' option. Charterers advise that min draft in Lagos 9.5 meters call water which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel, and there discharge the cargo always afloat, unless ~~specifically agreed in Box 3~~ been specifically agreed in Box 3, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Receivers may direct. Receivers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account.

4. Freight

The freight agreed under this Charter Party shall be as stated in Box 12, per metric ton on net Bill of Lading weight and shall be deemed earned as cargo is loaded on board, prepaid discountless and non-returnable. Vessel and/or cargo lost or not lost. The freight shall be paid as per Clause 47- as specified in Box 17. All charges and duties levied on the cargo shall be for Charterers' account and those levied on the Vessel however assessed shall be for Owners' account.

5. Loading and Discharging

Cargo shall be loaded, stow, trimmed and/or stowed at the risk and expense of Shippers/Charterers at the average rate stated in Box 14, 4500/302000/1000 metric tons per weather working day basis vessel's gear as described Sundays and Holidays excluded. See also Clause 6 weather permitting.

Cargo shall be discharged at the risk and expense of Receivers/Charterers at the average rate stated in Box 15, 1000 metric tons per weather working day basis vessel's gear as described Saturdays, Sundays and Holidays excluded. See also Clause 6.

6. weather permitting.

Stowage shall be under Master's direction and responsibility. Shippers' and/or Charterers' representatives have the right to be on board the Vessel during loading, discharging or lightering for the purpose of inspecting the cargo and/or weighing. Charterers and Owners are allowed to work overtime, such expenses shall be for account of the party ordering same. If ordered by Port Authorities, overtime shall be for Charterers' account. Overtime services rendered by ship's crew shall be in all cases for Owners' account.

6. Laydays, Cancelling

At port of loading laytime shall not count before 09.00 hours on the layday date stated in Box 2 and in any case not before the date notified by the 10 days notice as per Clause 7. Should the Vessel's notice of readiness not be validly tendered as per Clause 8 before 09.00 hours on the cancelling date stated in Box 6, Charterers shall have the Option of cancelling this charter at any time thereafter, but not later than one hour after the notice is validly tendered.

7. Vessel's Positions, Notices

Master and/or Owners shall give 10 days and thereafter 5/4/3/2/1 days and 12 hours notice of Vessel's expected readiness to load to the party designated in Box 3. Master and/or Owners shall give 7/5/4/3/2/1 days' notice of Vessel's Expected Time of Arrival (ETA) at discharging port as specified in Box 2 (to be advised). Master and/or Owners shall give the relevant parties prompt Advice of any substantial change in Vessel's ETA at loading and at discharging ports.

8. Laytime

Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or by any means of telecommunication at the offices of Shippers/Charterers/ Receivers or their Agents Monday through Friday, between 09.00 and 17.00 hours on all days except Saturdays, Sundays and Holidays and between 09.00 hours and 17.00 hours on Saturdays unless a Holiday Saturday 12.00 hours to Monday 0600 hrs EIU clause to apply both ends. Such notice of readiness shall be delivered when Vessel is in the loading or discharging berth and in all respects ready to load/discharge. At both ends if the berth is congested/ unreachable Master has the right to tender N.O.R. from the anchorage even by cable/fax/email and time to count whether in berth or not, whether in port or not, whether free pratique or not, whether customs cleared or not. At loading port Shippers/ Charterers or their Agents have the privilege to inspect Vessel's holds. If it requested by Charterers, a survey may be carried out at their time and risk to establish vessel's holds and hatch covers suitability to load bagged rice and Owners to have the right to be represented during such survey by their P&I Surveyors. and reject the cargo when holds are not clean, dry, soundness and in all respects ready to receive the cargo.

In case of disagreement between the two surveyors then an independent surveyor (mutually agreed between Charterers' and the Owners P&I surveyor) to be appointed whose findings to be binding for both parties. In case any deficiency, then same to be promptly made good by the Owners and any time lost from the time of rejection till the time of acceptance not to count as laytime. In case of dispute, an independent surveyor shall decide about Vessel's readiness to load, the party in the wrong bearing the costs. If the rejection of notice of readiness is undisputed or confirmed by surveyor the laytime will only start to count after the Vessel has validly tendered again.

This document is a computer generated SYNACOMEX 2000 form printed by authority of SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES (SYNACOMEX). Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of this document which is not clearly visible, the text of the original SYNACOMEX document shall apply. DIMCO and SYNACOMEX assume no responsibility for any loss, damage or expense as a result of discrepancies between the original SYNACOMEX document and this computer generated document.

04-APR-2007 17:46

FROM JACKSON PARLON

TO 001125633946

DEC. 05 2000 14-DELIT

ORIGINAL**PART II****"SYNACOMEX 2000" Continent Grain Charterparty**

when ready.	112	laytime or time on demurrage when fumigation has	168
Only when the loading and/or discharging berth is	113	been effected at loading port and has been certified by	169
unavailable, or Shippers or Receivers not ready to load/	114	proper survey or by a competent authority. Bills of lading	170
discharge Master may warrant that the Vessel is in all		shall not be issued by Master for reason of inboard lading	171
respects ready and may tender notice of readiness to load	115	been deposited in the cargo area to such fumigation.	172
and/or discharge from any usual waiting place, whether in	116		
port or not, whether in berth or not, whether in free pratique or not,	117	12. Lights and Gear.	173
whether customs		Whenever required, Vessel shall supply free use of lights	174
cleared or not.	118	as on board but sufficient to carry on night work.	175
Laytime shall commence at 04.00-13.00 hours if notice of	119	Provided described as geared, Vessel, whenever required,	176
readiness to load and/or discharge is validly tendered at or	120	shall supply free use of all cargo handling gear on board, in	177
before 12.00 hours and at 08.00 hours on the next working	121	good working order, with the necessary power, and of	178
day if notice of readiness is validly tendered after 12.00	122	runners, ropes and slings as on board. Shore hands shall	179
hours. Time used before commencement of laytime shall	123	be used to drive the gear, at Shippers/Charterers'/	180
not count. At loading port Laytime shall not count between 12.00	124	Receivers' account. Any time actually lost on account of	181
hours on		breakdown of Vessel's gear shall not count as laytime or	182
Saturdays or 17.00-12.00 hours on days preceding a Holiday and	125	time on demurrage and any stevedore standby time charges	183
08.00 hours on Monday or the following working day, even if used.	126	incurred thereby shall be for Owners' account. The Gear's / Crane's	184
At discharging port(s) laytime shall not count between 17.00		breakdown then laytime not to count but always on pro rata basis.	
hours on Friday or 17.00 hours on the day preceding Holiday and			
08.00 hours on Monday or the following working day, even if used.		13. Agencies	185
unless used in		At loading port, Vessel shall be consigned to the Agents	186
which case laytime shall count as usual.	127	designated in Box 47. See Clause 62.	187
Any delays caused by ice, floods, quarantine or by cases	128	At discharging port, Vessel shall be consigned to the Agents	188
of force majeure shall not count as laytime unless the	129	designated in Box 47. See Clause 62.	189
Any delays caused by ice, floods, quarantine, or cases of "force	130		
majeure" shall not count as laytime unless		14. Extra Insurance	190
Vessel is already on demurrage. Once on demurrage always on		Any extra insurance on cargo due to Vessel's age and/or flag	191
demurrage but Charter Party exceptions always to apply (ie gear		and/or class and/or ownership shall be for Charterers' account	192
breakdown crew and/or officers strike, failure to pay any		Owners' account but limited to the	
disbursement accounts for Owners' account etc.		amount specified in Box 19. Such extra insurance shall be	193
When Master has tendered notice of readiness to load or	131	covered by Charterers for Owners' account and shall be	194
discharge from a waiting place and Vessel is subsequently	132	deducted from settlement of freight.	195
found unready in application of the above provisions, laytime	133		
or time on demurrage shall not count from the time the Vessel	134		
is rejected until the time she is accepted. Additionally, any	135		
actual time lost on account of Vessel's obtaining free pratique	136		
or customs clearance shall not count as laytime or time on	137		
demurrage.	138		
At second or subsequent port(s) of loading or discharging,	139		
laytime or time on demurrage shall resume counting from	140		
Vessel's arrival at loading or discharging berth, if available,	141		
or from Vessel's arrival at a usual waiting place, if berth is	142		
unavailable.	143		
At all ports any time lost shifting from waiting place to berth	144		
shall not count as laytime or as time on demurrage.	145		
9. Demurrage, Despatch Money	146		
Demurrage is payable by Charterers at the rate stated in	147		
Box 18 USD 8,000 per day pro rata half despatch laytime saved	148		
both ends per day of 24 consecutive hours or pro rata.			
Owners shall pay to Charterers despatch money for laytime	149		
saved in loading/discharging at the rate stated in Box 18	150		
per day of 24 consecutive hours or pro rata.	151		
10. Seaworthy Trim	152		
If ordered to be loaded or discharged at more than one	153		
berth and/or port, the Vessel is to be left in seaworthy trim	154		
to Master's reasonable satisfaction for the passage between	155		
berths and/or ports at Shippers/Charterers'/Receivers'	156		
expense, and time used for placing Vessel in seaworthy	157		
trim shall count as laytime or time on demurrage.	158		
11. Fumigation See Clause 37	159		
Charterers have the liberty to fumigate the cargo on board	160		
at loading and discharging port(s) or places on route at	161		
their risk and expense. Charterers are responsible for	162		
ensuring that Officers and Crew are not so ill other persons	163		
on board the Vessel during and after the fumigation are not	164		
exposed to any health hazards whatsoever. Charterers	165		
undertake to pay Owners all necessary expenses incurred	166		
because of the fumigation and time lost thereby shall count	167		
		18. Bills of Lading	221
		The Master is to sign Bills of Lading as presented without	222
		prejudice to the terms, conditions and exceptions of this	223
		Charter Party. If the Master delegates the signing of Bills of	224
		Lading to his Agents, but always to be in a strict conformity with	225
		Master's Receipts he shall give them authority to do so	
		in writing, copy of which is to be furnished to Charterers.	226
		When Bills of Lading marked "Freight prepaid" are required,	227
		See clause 47.	
		Goods shall be released by Owners immediately upon receipt	228

This document is a computer generated SYNACOMEX 2000 form printed by authority of SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES (SYNACOMEX). Any mention or deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of this document which is not clearly visible, the text of the original SYNACOMEX document shall apply. RIMCO and SYNACOMEX assume no responsibility for any loss, damage or expense as a result of discrepancies between the original SYNACOMEX document and this computer generated document.

ORIGINAL

PART II
"SYNACOMEX 2000" Continent Grain Charterparty

of a letter from Charterers' Bank confirming that freight payable has been irreversibly transferred.	220	fill up elsewhere for their own account as under section b)	264
	220	or to declare this Charter Party null and void unless Charterers agree to load full cargo at the open port.	265
19. Relet	231		266
Charterers have the right to relet all or part of this Charter Party, they remaining responsible for its due fulfilment.	232	<u>Port of Discharge</u>	267
	233	a) Should ice prevent Vessel from reaching port of discharge, Receivers shall have the option of keeping Vessel waiting until the reopening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.	268
20. Deviation	234		269
Deviation in saving or attempting to save life or property at sea or for bunkering purposes or any other reasonable deviation shall not be deemed an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.	235	b) If during discharging the Master for fear of Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.	270
	236		271
	237	c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	272
	238		273
	239		274
21. Lien Clause	240	24. Amended Centrocon Strike Clause	275
The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charter Party.	241	If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways, or in the Docks, or other loading Places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the discharge, the time for Loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a Strike or Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out.	276
	242	In case of any delay by reason of the before-mentioned causes, no claim for damages or demurrage, shall be made by the Charterers / Receivers of the cargo, or Owners of the Vessel. For the purpose, however, of settling despatch Money accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading or discharging, as the case may be.	277
	243		278
22. Responsibilities and Immunities	244	25. General Average and New Jason Clause	279
Except as otherwise provided and stipulated in this Charter Party, it is hereby expressly agreed that this Charter Party shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as enacted in the country of shipment. These rules shall apply to any Bill of Lading issued under this Charter Party.	245	General average shall be adjusted according to the York-Antwerp Rules 1984 or any subsequent modification thereof, but where the adjustment is made in accordance with the law and practice of the United States of America, the following Clause shall apply:	280
When no such enactment is in force in the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.	246	In this event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.	281
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - The Hague - Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply.	247	If a sailing ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said sailing ship or ships belonged to strangers. Such deposit as the	282
The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel.	248		283
Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrests or restraint of prices, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.	249		284
	250		285
	251		286
	252		287
	253		288
	254		289
	255		290
	256		291
	257		292
	258		293
	259		294
	260		295
	261		296
	262		297
	263		298
	264		299
	265		300
	266		301
	267		302
	268		303
	269		304
	270		305
	271		306
	272		307
	273		308
	274		309
	275		310
	276		311
	277		312
	278		313
	279		314
	280		315
	281		316
	282		317
	283		318
	284		319
	285		320
	286		321
	287		322
	288		323
	289		324
	290		325
	291		326
	292		327
	293		328
	294		329
	295		330
	296		331
	297		332
	298		333
	299		334
	300		335
	301		336
	302		337
	303		338
	304		339
	305		340
	306		341
	307		342
	308		343
	309		344
	310		345
	311		346
	312		347
	313		348
	314		349
	315		350
	316		351
	317		352
	318		353
	319		354
	320		355
	321		356
	322		357
	323		358
	324		359
	325		360

This document is a computer generated SYNACOMEX 2000 form printed by authority of SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES (SYNACOMEX). Any insertion or deletion to the text must be clearly visible. In the event of any modification made to the pre-printed text of this document which is not clearly visible, the text of the original SYNACOMEX document shall apply. SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES (SYNACOMEX) assumes no responsibility for any loss, damage or expense as a result of discrepancies between the original SYNACOMEX document and this computer generated document.

04-APR-2007 17:48 FROM JACKSON PARTON
FROM :

FAX NO. : 65 63244450

Dec. 06 2006 04:00 PM

ORIGINAL

PART II

"SYNACOMEX 2000" Continent Grain Charterparty

carrier or his Agents may deem sufficient to cover the
estimated contribution of the goods and any salvage and
special charges thereon shall, if required, be made by
the goods, shippers, consignees or owners of the goods
to the carrier before delivery.
and the Charterers shall procure that all Bills of Lading issued
under this Charter Party shall contain the same Clause.

26. Both-to-Blame Collision Clause
If the liability for any collision in which the Vessel is involved
while performing this Charter Party falls to be determined
in accordance with the laws of the United States of America,
the following Clause shall apply:
"If the ship comes into collision with another ship as a result
of the negligence of the other ship and any act, neglect or
default of the master, mariner, pilot or the servants of the
carrier in the navigation or in the management of the ship,
the owners of the goods carried hereunder will indemnify
the carrier against all loss or liability to the other or non-
carrying ship or her owners in so far as such loss or liability
represents loss of or damage to or any claim whatsoever
of the owners of the said goods, paid or payable by the
other or non-carrying ship or her owners to the owners of
the said goods and set off, recouped or recovered by the
other or non-carrying ship or her owners as part of their
claim against the carrying ship or carrier.
The foregoing provisions shall also apply where the...
Owners, Operators or those in charge of any ship or ships
or objects other than, or in addition to, the colliding ships or
objects are at fault in respect to a collision or contact"
and the Charterers shall procure that all Bills of Lading issued
under this Charter Party shall contain the same Clause.

27. War risks ("Voywar 1953")
a) For the purpose of this Clause, the words:
(i) "Owners" shall include the shipowners, bareboat
charterers, disponent-owners, managers or other operators
who are charged with the management of the Vessel, and
the Master; and
(ii) "War Risks" shall include any war (whether actual or
threatened), act of war, civil war, hostilities, revolution,
rebellion, civil commotion, warlike operations, the laying of
mines (whether actual or reported), acts of piracy, acts of
terrorism, acts of hostility or malicious damage, blockades
(whether imposed against all vessels or imposed selectively
against vessels of certain flags or ownership, or against
certain cargoes or crews or otherwise howsoever), by any
person, body, terrorist or political group, or the Government
of any state whatsoever, which, in the reasonable judgement
of the Master and/or the Owners, may be dangerous or are
likely to be or to become dangerous to the Vessel, her cargo,
crew or other persons on board the Vessel.
b) If at any time before the Vessel commences loading, it
appears that, in the reasonable judgement of the Master
and/or the Owners, performance of the Charter Party, or
any part of it, may expose, or is likely to expose, the Vessel,
her cargo, crew or other persons on board the Vessel to
War Risks, the Owners may give notice to the Charterers
cancelling this Charter Party, or may refuse to perform such
part of it as may expose, or may be likely to expose, the
Vessel, her cargo, crew or other persons on board the Vessel
to War Risks; provided always that if this Charter Party
provides that loading or discharging is to take place within a
range of ports, and at the port or ports nominated by the
Charterers the Vessel, her cargo, crew, or other persons
onboard the Vessel may be exposed, or may be likely to be
exposed, to War Risks, the Owners shall first require the
Charterers to nominate any other safe port which lies within
the range for loading or discharging, and may only cancel
this Charter Party if the Charterers shall not have nominated
such safe port or ports within 48 hours of receipt of notice of
such requirement.
c) The Owners shall not be required to continue to load
cargo for any voyage, or to sign Bills of Lading for any port
or place, or to proceed or continue on any voyage, or on
any part thereof, or to proceed through any canal or
waterway, or to proceed to or remain at any port or place
whatsoever, where it appears, either after the loading of
the cargo commences, or at any stage of the voyage
thereafter before the discharge of the cargo is completed,
that, in the reasonable judgement of the Master and/or the
Owners, the Vessel, her cargo (or any part thereof), crew
or other persons on board the Vessel (or any one or more
of them) may be, or are likely to be, exposed to War Risks.
If it should so appear, the Owners may by notice request
the Charterers to nominate a safe port for the discharge of
the cargo or any part thereof, and if within 48 hours of the
receipt of such notice, the Charterers shall not have
nominated such a port, the Owners may discharge the cargo
at any safe port of their choice (including the port of loading)
in complete fulfilment of the Charter Party. The Owners shall
be entitled to recover from the Charterers the extra expenses
of such discharge and, if the discharge takes place at any
port other than the loading port, to receive the full freight as
though the cargo had been carried to the discharging port
and if the extra distance exceeds 100 miles, to additional
freight which shall be the same percentage of the freight
contracted for as the percentage which the extra distance
represents to the distance of the normal and customary
route, the Owners having a lien on the cargo for such
expenses and freight.
d) If at any stage of the voyage after the loading of the
cargo commences, it appears that, in the reasonable
judgement of the Master and/or the Owners, the Vessel,
her cargo, crew or other persons on board the Vessel may
be, or are likely to be, exposed to War Risks on any part of
the route (including any canal or waterway) which is normally
and customarily used in a voyage of the nature contracted
for, and there is another longer route to the discharging
port, the Owners shall give notice to the Charterers that
this route will be taken. In this event the Owners shall be
entitled, if the total extra distance exceeds 100 miles, to
additional freight which shall be the same percentage of
the freight contracted for as the percentage which the extra
distance represents to the distance of the normal and
customary route.
e) The Vessel shall have liberty:-
(i) to comply with all orders, directions, recommendations
or advice as to departure, arrival, routes, sailing in convoy,
ports of call, stoppages, destinations, discharge of cargo,
delivery or in any way whatsoever which are given by the
Government of the Nation under whose flag the Vessel sails,
or other Government to whose laws the Owners are subject,
or any other Government which so requires, or any body or
group acting with the power to compel compliance with their
orders or directions;
(ii) to comply with the orders, directions or recom-
mendations of anywar risks underwriters who have the
authority to give the same under the terms of the war risks
insurance;
(iii) to comply with the terms of any resolution of the Security
Council of the United Nations, any directive of the European
Community, the effective orders of any other Supranational
body which has the right to issue and give the same, and
with national laws aimed at enforcing the same to which

This document is a computer generated SYNACOMEX 2000 form printed by authority of SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES (SYNACOMEX). Any insertion or
deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of this document which is not clearly visible, the text of the original SYNACOMEX document
shall apply. BIMCO and SYNACOMEX assume no responsibility for any loss, damage or expense as a result of discrepancies between the original SYNACOMEX document and the computer
generated document.

04-APR-2007 17:49 FROM JACKSON PARTON TO 0012129835946 P.27/83
 FROM : FAX NO. : 65 63244450 Dec. 06 2006 04:07PM PG

ORIGINAL

PART II "SYNACOMEX 2000" Continent Grain Charterparty

the Owners are subject and to obey the orders and	494
directions of those who are charged with their enforcement;	495
(iv) a discharge at any other port any cargo or part thereof	496
which may render the Vessel liable to confiscation as a	497
contraband carrier;	498
(v) to call at any other port to change the crew or any part	499
thereof or other persons on board the Vessel when there is	500
reason to believe that they may be subject to internment,	501
imprisonment or other sanctions;	502
(vi) where cargo has not been loaded or has been	503
discharged by the Owners under any provisions of this	504
Clause, to load other cargo for the Owners' own benefit	505
and carry it to any other port or ports whatsoever, whether	506
backwards or forwards or in a contrary direction to the	507
ordinary or customary route.	508
f) If in compliance with any of the provisions of sub-clauses	508
b) to e) of this Clause anything is done or not done, such	510
shall not be deemed to be a deviation, but shall be	511
considered as due fulfillment of the Charter Party.	512
28. Arbitration See clause 49	513
Any dispute arising out of the present contract shall be	514
referred to Arbitration of the Chambre Arbitrale Maritime de	515
Paris - 18 rue de Valenciennes - 75002 Paris -	516
The decision rendered according to the rules of the Chambre	517
Arbitrale and according to French law shall be final and	518
binding upon both parties. The right of both parties to refer	519
any dispute to arbitration ceases twelve months after date	520
of completion of discharge or in case of cancellation or non-	521
performance, twelve months after the cancelling date as per	522
Clause 6 or stating the date of cancellation whichever is	523
the later. Where this provision is not complied with the claim	524
shall be deemed to be waived and absolutely barred.	525